

EXHIBIT 3



SCOPE OF WORK AGREEMENT

WELCOME - PROJECT DETAILS

The site redesign and rebuild will work to give users a unified online brand experience across the Holo website, and 3rd party tools that tie the ecosystem together. The site will also help users get more information about the Holo brand while offering a Direct to consumer shopping experience.

The following statement of work will walk you through our services and our process for a successful working relationship and project.

Briefly describe the project: Redesign and Rebuild <https://www.holofootwear.com/> website and sunsetting of existing site and hosting.

Project Leads: Stephanie Maldonado - Brand Manager;
Bree Hopper - Sr. Digital Producer

When is this project taking place? Kickoff August 2022; MVP phase 1 launch October, with a cosmetic update to the existing site to support during the new site development.

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R\SUMMARY OF OBJECTIVES & REQUIREMENTS

- Create a scalable Ecommerce and digital experience platform that can grow with Holo through a multi-phased approach.
- Develop a unified brand experience for Holo and the new website
- CMS selected for the technology stack will be a combination of **Wordpress / Shopify / WShop Plugin / Pantheon Web Hosting**



- We will design and build a responsive and mobile friendly website experience
- Drive engagement online - creating a hub for omni-channel experience for audiences searching for Holo Footwear, how to buy, initial contact points, what's new, etc.

R\PROCESS + TIMELINE

Phase One | Initiation & Strategy

Using all the resources at our disposal and leveraging the work we've done to-date with the Holo team, we will continue to immerse ourselves into your business to understand and validate business goals, target audience(s), ambition and personal style. We will conduct performance, trends and market research, gather considerations, outline our decision making process, so we can shape a detailed project approach and plan that works within the timeline and budget.

Phase Two | Define & Design

Together we will shape a vision that fits. A vision that we can execute and believe in. We will look for patterns, opportunities, and the smallest of differentiating qualities to define a unique online storefront that resonates with Holo's target audiences.

The aim of this phase is to evolve the core concepts and wireframes into a refined visual user experience by producing content assets and annotated responsive template designs that are ready for development.

Example deliverables and activities

- Develop annotated user interface designs conforming to UX principles and new brand guidelines that are ready for development
- Digital Visual Style
- Website copy consultation and support

2-4 Batches; 2 rounds of review (stakeholder reviews/feedback)

Phase Three | Develop

Our engineers are a vital part of our strategic creative team with a passion for bringing intuitive digital user experiences to life. Through proper planning and execution by our development team, we will provide the best future-proof solution for HOLO's needs.



Example deliverables and activities

- Development client ready environments
 - Wordpress
 - Shopify
 - Pantheon Hosting setup and configuration
- Developed QA ready stylesheets, templates and functionality
- Document prioritization list and future feature list

2 rounds of review (Stakeholder reviews/feedback)

Phase Four | Deliver

R\West is passionate about maintaining high standards of quality across all of our work. To ensure the quality for a successful launch, we will test and validate new data exchanges, new content, and the overall look and feel of the website as part of the go-live process.

Example deliverables and activities

- A new redesigned and redeveloped Holo website
- Tested production application
- Launching website in new Pantheon hosting environment
- Foundational Analytics Set-Up with site and new lead gen areas
- Application familiarization session between the Holo team and the R\West team
- Post-project learnings documented for future phases success

Access Needs at Kick-Off:

Google Analytics Access - N/A we will need to set-up

Available Asset Access (Existing, Digital Photo Galleries)

Key Competitor List

Business Performance Benchmarks

Marketing Plans for the Brand Outside R\West

From there, we move into planning and execution.

OUR TEAMS

Digital Experience & Strategy | Interactive

- Bree Hopper, Senior Digital Producer
- Dan Eckis, Director of Technology
- Christa Arriaga-Volker, Director of Digital Strategy



Creative

- Dara Smith, Creative Producer
- Gabe Gandzjuk Designer
- Jennifer Pidgeon, Copywriter Based on needs \ budget \ scope

Planning/Brand Management

- Stephanie Maldonado

Overall Project Governance

Below outlines the procedure by which the project will be governed.

- Working group – Day to day client contact and liaison will be managed by the Brand Manager, Stephanie Moldanado, and supported in production by the Sr. Digital Producer Bree Hopper.
- Escalation procedure - Any issues will be handled primarily by the Director of Technology and acting lead Brand Manager.
- Status reporting - Will be provided on a weekly basis.
- Stakeholder management expectations - It is expected that a single client contact will manage their internal stakeholders without the need for further participation from R\West
- Client feedback expectations - It is assumed that the client will provide timely feedback as per the timings identified in the timing plan.
- Standard review cycle expectations - We will provide for 2 rounds of review & amends before sign-off.
 - Change Control – Any change requests or requests for additional deliverables outside of this scope of work will be scoped and costed for client approval before commencement.

OUR BUDGET + PAYMENT TERMS

ESTIMATED PROJECT COSTS

August 2022 - October 2022		
PROJECT INVESTMENT <i>(Example deliverables included)</i>	BUDGETED HOURS	COST
INITIATION & STRATEGY KICKOFF, ANALYSIS, DEFINE APPROACH	30	\$5,000



WEBSITE PROJECT SOW 7.26.2022

DEFINE & DESIGN DIGITAL STRATEGY UX RECOMMENDATIONS WEBSITE DESIGN	90	\$7,000 \$8,000
DEVELOP DEVELOPMENT (Responsive front end, Back End theme development - CMS set-up + hosting) CONTENT COPYWRITING KEY LANDING PAGES, DATA & MIGRATION ROADMAP SEO & ANALYTICS SUPPORT (Keyword research, meta data, redirect strategy with migration strategy, 404s, new tagging needed Analytics Tagging & Dashboard)	151 42 36	\$25,000 \$7,000 \$6,000
DELIVER BUG FIXES TRAINING, DOCUMENTATION, AND LAUNCH ACTIVITIES	42	\$7,000
TOTAL	391	\$65,000
AOR Partner Discount		\$5,000
FINAL TOTAL		\$60,000

PAYMENT TERMS (TBD with Holo Team)

- 4 phase Billing, payment due net 30 after submitted
- Billing Schedule

Invoice description	Billing Month	Amount
Installment #1	August 2022 (INITIATION /STRATEGY)	\$15,000
Installment #2	September 2022 (DEFINE/DESIGN)	\$15,000
Installment #3	October 2022 (DEVELOP)	\$15,000



WEBSITE PROJECT SOW 7.26.2022

Installment #4	November 2022 (DELIVER)	\$15,000
Total		\$60,000

NOTE: we can schedule the above payments to be delivered alongside HOLO's normal monthly invoices.

PARTNER ROLES & RESPONSIBILITIES

R\West to act as responsible party for:

- Digital Deliverables to launch a new website (Discover, Define, Design, Development and Deliver phases)
- Creative (design system for website look and feel)
- Brand Management
- Any incremental projects scoped and signed off on by both parties (creative asset production, copywriting video, etc.)

Holo to act as responsible party for:

- Creative content not covered by retainer and/or additional video/photo scopes
- Additional QA / UAT

OUR NEXT STEPS

- Finalize this Formal Website Statement of Work (SOW)
- Review Formal Project Schedule

AGREED TO AND ACCEPTED

CLIENT

Signature: *Rommel Vega*

Name: Rommel Vega

Title: CEO

Date: 7/28/22

R/WEST

Signature:

Name:

Title:

Date:

GENERAL ASSUMPTIONS AND PROJECT EXCLUSIONS NOTES

- The services, deliverables, pricing, and schedule set forth herein are based upon the following assumptions and special terms and conditions. If any of these assumptions prove to be incorrect, or if R\West is requested to deviate from or add services to this proposal, the parties will agree to in writing appropriate and equitable adjustments to the services, deliverables, pricing, and/or schedule.
- We will test and optimize website updates for the following modern browsers and operating systems in order of most popularly used by the general public.
 - We assume Holo and R\West will each establish a single point of contact for their respective teams. All decisions including approvals and scope changes will be made through these two individuals. The client point of contact will be its designated Project Acceptor.
- We assume that Holo will promptly provide access to necessary data or 3rd party tools. This will be particularly crucial in achieving rapid-fire results without overburdening staff with questions that could be answered with existing documentation.
- We assume key Holo team members will make themselves available for any needed interviews or group discussions.
- We don't anticipate travel to Holo offices at this time or for final delivery of our work products. If travel is agreed upon and required, the travel costs (flight and hotel) will be passed through costs charged to the client. If directed, any additional travel will result in additional cost.
- Data collection and engagement status reporting activities may be conducted via phone interviews, conference calls, and/or web meeting events, in addition to in-person interactions. The primary place of performance shall be remote at this time.
- We assume that if a delay occurs in obtaining a sign-off due to delays caused by the client team and not due to non-performance by R\West, there may be an



increase in costs and/or extension to the timeline, for which the client is responsible.

- Holo's final acceptance is due within three days of each deliverable submission; further delays may result in additional costs and delayed timescales.
- Unless otherwise stated, two rounds of consolidated client feedback and subsequent revisions is included for each deliverable where appropriate and possible as specified within the project plan. If the Holo team exceeds the defined number of revisions for a specific deliverable, the project scope will be exceeded, and the project timeline and budget may be affected. Any requested changes to the project scope, schedule or budget must be submitted to the R\West Sr. Producer and Brand Manager.
- If the scope of the project changes from the specifications agreed or R\West is required to provide additional services not described in the project plan (i.e. additional reviews), such changes will be documented in a Change Request and may impact timing and costs. The Change request will require sign-off by the Project Acceptor before work described therein can commence. R\West will invoice the client for the total change request cost.
- The project depends on the close involvement of the client's internal teams to provide input, and to review and approve deliverables in-progress, and to be available for presentations and conference calls throughout the engagement. The client will also be responsible for obtaining the necessary involvement of additional business stakeholders as appropriate and collating their feedback.
- R\West shall make the client aware of any software, documentation or other materials, the intellectual property rights in which are owned by a Third Party ("Third Party Materials") together with the terms of use applicable to such Third Party Materials.
- Holo will be responsible for providing R\West with pre-approved electronic files of all brand guidelines, logos, product images, written content, and subject matter experts as required. The client will be responsible for ensuring that they have all necessary rights and licenses to such assets.
- Holo will be responsible for factual accuracy and legal approval of all content. Textual content will be grammar/spell-checked and approved by the client before being integrated into any Deliverable.
- Holo will be responsible for asset coordination with all partners and will provide all assets by times outlined with the "Timings" section of this Statement of Work, in high-resolution (file formats to be determined on a case-by-case request basis).
- Holo will be responsible for management and coordination with R\West and all internal client Stakeholders for this project.
- This statement of work is limited to the budget within the total project estimate; including contingency which will only be utilized with prior approval.
- Project scope is based on the described activities – deliverables are assumed to be a representation of the recommended approach. Should the approach change,



or additional currently non-specified requirements be added, change requests may be issued.

- This estimate is priced in US dollars.
- These costs have been prepared exclusive of tax
- Costs do not include any image rights.
- The client will own the relationship, timelines and costs of their third-parties and third-party systems
- All deliverables will be provided in US-English.
- Holo team will provide all content outside of this scope unless otherwise scoped separately for incremental costs.
- WCAG & ADA Compliance: our goal is to be accessible, and our development baseline is achieving Level A compliance throughout our website project process.. R\West firmly believes all sites should attain a Level AA of WCAG 2.1 compliance rating. This compliance level will incur additional incremental development fees and partnerships (ongoing scanning, fixes, and remediation efforts), and can be addressed in a separate SOW or maintenance retainer.
- Foundational Web Analytics Set-Up + GA4 baseline set-up is included in this scope of work
- Both parties can give 30 day notice to terminate contract

Potential Incremental services

- Website Promotion Strategy & Plan
- User Testing
- ADA Level AA of WCAG 2.1 remediation
- Full ownership of website copywriting